

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:
William D. Morgan

Group Art Unit: 1723

Serial No.: 08/828,330

Examiner: Robert J. Canfield

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Atty. Dkt. No.: IAEC:007USR1/MTG

For: INSULATED REMOVABLE POND
COVER

37 C.F.R. § 1.132 DECLARATION OF MICHAEL A. MORGAN

I, Michael A. Morgan, declare as follows:

1. I am a founder and principle owner of Industrial & Environmental Concepts (IEC), and have been for 17 years. IEC is the owner of the present patent application. One of my main responsibilities during this period has been the design, from concept to installation, of floating covers systems for water treatment lagoons and tanks. Prior to founding IEC, I was employed with a geomembrane manufacturer. In total, I have 18 years of experience designing and building cover systems for wastewater-filled ponds. I received a BS in Civil & Environmental Engineering from the University of Wisconsin in 1989.

2. I am submitting this declaration to explain the meaning of the term "sealed" in the patent claims.

3. Claims 5, 50, and 55 all specify "at least two sealed panels." Claim 56 specifies that insulation material is "sealed inside each panel," as does claim 71: "sealed inside [each panel]." Claims 60 and 63 each specifies that "each panel includes insulation material sealed inside, but not completely filling, a void in the panel."

4. The “sealed” language in these claims refers to the watertight-sealed sides and ends of the claimed panels. The explanation in the original patent of how the panels are sealed appears at col. 1, lines 37-39, which states: “Each casing **1** is filled with a layer of insulation **3** and then sealed at either end and along either side by a fusion weld **4**.” It would have been clear to someone of ordinary skill in the art at the time the original application was filed (in 1993) that those sealed ends and sides are watertight for several reasons.

5. It would be very difficult to meet the “primary advantage” of our invention (removing and reusing our linked panels in order to dredge a wastewater pond – col. 1, lines 18-20) if sealed sides and ends of the panels were not watertight because wastewater would get into the panels through those edges, which are necessarily in or very close to the wastewater, making them heavier and more difficult to move. Someone having even minimal experience in the field of wastewater covers would have understood this.

6. With regard to the sentence that explains that the grommets described in the patent are positioned outside the welded area so as not to break the seal (col. 2, lines 1-4), no one in this industry would be concerned about breaking a “seal” that was intermittent or otherwise not watertight. So, the only way that sentence makes sense is in reference to a seal that is watertight. Therefore, that is how anyone in this field would have read and understood the claimed seals: as watertight.

7. The advantage specified right after removability in the original patent is insulative (“[a]nother advantage is that the insulation results in heat being retained in the pond” – col. 1, lines 20-22), and that advantage would have been impaired or eliminated if the seals were not watertight because the wastewater would get into the panels through the side(s) and/or end(s) and

fill the voids in the insulation, rendering them no longer effective as an insulator. Someone having even minimal experience in the field of wastewater covers would have understood this.

8. In my August 17, 2008 declaration, I pointed out that the Walker patent (U.S. Patent No. 4,590,714) has a vent on top through which air can escape when the tarp is compressed and through which air can enter the tarp when the compressive force is removed. However, that point is not relevant to the claimed seals because it does not concern the sides and ends of Walker's tarp; instead, it concerns a separate opening on the top of Walker's tarp, as described in the first paragraph of column 2 of Walker and shown in Figure 1 of Walker.

9. All statements made of my own knowledge are true and all statements made on information are believed to be true, and statements in this document were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both under § 1001 of Title 18 of the United States Code.

1/14/10
Date


Michael A. Morgan